



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**A. Job Offer Information**

1. Job Title * Field Worker (Wine Grapes, Apples, and Hemp)							
2. Workers Needed *		a. Total	b. H-2A	Period of Intended Employment			
		49	47	3. Begin Date * 1/7/2022		4. End Date * 10/30/2022	
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
35	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	5	h. Saturday
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>1</u> : <u>30</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
<b>Temporary Agricultural Services and Wage Offer Information</b>							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ <u>16</u> <u>05</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ <u>20</u> <u>00</u>		Piece Rate: per 0.5 ton bin ; Tree Apple harvest; Unit: (4 ft x 4 ft x 2.5 ft)	
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) The following deductions will be made from the worker's pay: FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable); recovery of any loss to the Employer due to damage or loss of equipment/tools; housing or furnishings (beyond normal wear and tear) caused by the willful, dishonest, or grossly negligent conduct of the worker (if any)  See Addendum C.							



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) *			
See Addendum C			

**C. Place of Employment Information**

1. Address/Location *			
Martinelli Farms, Inc.-9693 Martinelli Road			
2. City *	3. State *	4. Postal Code *	5. County *
Forestville	California	95436	Sonoma
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
Harvesting work will be performed in various fields in and around Sonoma County, California, and consists of one area of intended employment as defined in 20 CFR §655.103(b). See Addendum C.			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**D. Housing Information**

1. Housing Address/Location *			
3485 Frei Road-Housing B			
2. City *	3. State *	4. Postal Code *	5. County *
Sebastopol	California	95472	Sonoma
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Dormitory		1	7
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
See Addendum C			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**E. Provision of Meals**

<p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>Employer will furnish free and convenient cooking and kitchen facilities, so workers may prepare their own meals. Kitchens, utilities and cooking and eating utensils will be provided at no cost to occupants of Employer-provided housing. Workers will purchase food at their own expense and prepare their own meals. The grocery store is 5.5 miles from the 3395 Woolsey housing location. The grocery store is 8.3 miles from the 3485 Frei Rd housing location. The grocery store is 9.5 miles from the 3675 Laughlin Rd housing location. The grocery store is 25 miles from the 28505 Bohan Dillon Rd housing location. Workers will be transported to the grocery store every other Friday. Kitchen and eating facilities will be shared with other workers occupying the Employer-provided housing facilities. The Employer will provide transportation to grocery stores. No kitchen facilities or meals are provided to workers not occupying Employer-provided housing.</p>	
2. If meals are provided, the employer: *	<input checked="" type="checkbox"/> <b>WILL NOT</b> charge workers for such meals.
	<input type="checkbox"/> <b>WILL</b> charge workers for such meals at \$ <u>      </u> . <u>      </u> per day per worker.

**F. Transportation and Daily Subsistence**

<p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>See Addendum C</p>		
<p>2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside normal commuting distance.</p> <p>See Addendum C.</p>		
3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>  13  </u> . <u>  17  </u> per day *
	b. no more than	\$ <u>  55  </u> . <u>  00  </u> per day with receipts



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**G. Referral and Hiring Instructions**

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. \*

*(Please begin response on this form and use Addendum C if additional space is needed.)*

Martinelli Vineyard Referral Contact: Norma Bermudez at 3358 River Rd., Windsor, CA 95492, telephone number: 707-525-1018 Fax Number: 707-244-4391 email: norma@martinelliwinery.com. Contacts may be made by phone or in person on the following days Monday through Friday, between the hours of 8:00 a.m. to 2:00 p.m. Directions to our facilities are provided.

The employer will verify that the applicant meets the work experience requirement and after review, the employer will call the applicant for further screening if the experience is met.

Documentation of identity and employment authorization (original documents only) sufficient to complete an I-9 Form, as required by the Immigration Reform and Control Act, must be in the possession of the worker at the time the worker reports for work and will be examined by the Company as a condition for completing the hiring process. Walk-in applicants whose pre-employment paperwork (i.e. employer application) was completed at the time of hire must have a valid identity and employment verification document when they report to work. No worker will be considered to have completed the hiring process, nor be permitted to start work, and/or occupy Employer-provided housing, without completing (the pertinent sections of) an I-9 Form and presenting required documentation of identity and employment eligibility within the legally required time frames. Although the job holding office is not required to verify employment authorization documentation, Employer requests that the Employment Service staff apprise applicants that they will be required to provide documentary proof of work authorization to the Employer.

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (707) 525-1018	norma@martinelliwinery.com
4. Website address (URL) to Apply *	
N/A	

**H. Additional Material Terms and Conditions of the Job Offer**

1. Is a completed <b>Addendum C</b> providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
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H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders**

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

*Request for Conditional Access to Intrastate or Interstate Clearance System:* Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

**A. Transportation to Place of Employment (Inbound)**

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

**B. Transportation from Place of Employment (Outbound)**

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

**Important Note:** In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).





H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor

**17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

1. Last (family) name *	2. First (given) name *	3. Middle initial \$
Roades	Shawn	
4. Title *		
Office Manager		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		11/19/2021

**Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

**Public Burden Statement (1205-0466)**

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum A  
U.S. Department of Labor



**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Wine Grape	\$ 116 . 28	Piece Rate	per ton/per group incentive rate
	Ground Apples	\$ 17 . 00	Piece Rate	Piece Rate: Per .5 ton bin; Bin size: (4 ft x 4 ft x 2.5 ft)
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		

H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor



**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Martinelli Brothers	3357 River Road Windsor, California 95492 SONOMA		1/7/2022	10/30/2022	47
Martinelli Brothers	3393 Woolsey Road Windsor, California 95492 SONOMA		1/7/2022	10/30/2022	47
Lee Martinelli Ranches	8895 Martinelli Rd. Forestville, California 95436 SONOMA		1/7/2022	10/30/2022	47
Lee Martinelli Ranches	9800 Martinelli Rd Forestville, California 95436 SONOMA		1/7/2022	10/30/2022	47
Lee Martinelli Ranches	3434 Woolsey Rd. Windsor, California 95492 SONOMA		1/7/2022	10/30/2022	47
Lee Martinelli Ranches	3397 Woolsey Road Windsor, California 95492 SONOMA		1/7/2022	10/30/2022	47
Lee Martinelli Ranches	3360 River Rd Windsor, California 95492 SONOMA		1/7/2022	10/30/2022	47
Lee Martinelli Ranches	2788 Guerneville Rd. Santa Rosa , California 95401 SONOMA		1/7/2022	10/30/2022	47
Lee Martinelli Ranches	1 Sproule Creek Rd. Cazadero, California 95421 SONOMA		1/7/2022	10/30/2022	47
Lee Martinelli Ranches	30205 Bohan Dillon Road Cazadero, California 95421 SONOMA		1/7/2022	10/30/2022	47

H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor



**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Lee Martinelli Ranches	30100 Bohan Dillon Rd Cazadero, California 95421 SONOMA		1/7/2022	10/30/2022	47
Lee Martinelli Ranches	750 Watertrough Rd. Sebastopol, California 95472 SONOMA		1/7/2022	10/30/2022	47
Lee Martinelli Ranches	9677 Martinelli Road Forestville, California 95436 SONOMA		1/7/2022	10/30/2022	47
Lee Martinelli Ranches	8625 Martinelli Road Forestville, California 95436 SONOMA		1/7/2022	10/30/2022	47
Lee Martinelli Ranches	3485 Frei Rd. Sebastopol, California 95444 SONOMA		1/7/2022	10/30/2022	47
Lee Martinelli Ranches	3395 River Road Windsor, California 95492 SONOMA		1/7/2022	10/30/2022	47
GCM Vineyard	2973 Parnell Rd Fulton, California 95439 SONOMA		1/7/2022	10/30/2022	47
GCM Vineyard	3485 Frei Rd. Sebastopol, California 95444 SONOMA		1/7/2022	10/30/2022	47
Martinelli Farms, Inc.	9693 Martinelli Road Forestville, California 95436 SONOMA		1/7/2022	10/30/2022	47
Martinelli Farms, Inc.	3357 River Road Windsor, California 95492 SONOMA		1/7/2022	10/30/2022	47



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Martinelli Farms, Inc.	2599 Laughlin Road Windsor, California 95492 SONOMA		1/7/2022	10/30/2022	47
Martinelli Family Estates, LLC.	10001 Vellutini Road Forestville, California 95436 SONOMA		1/7/2022	10/30/2022	47
Martinelli Family Estates, LLC.	8850 Martinelli Road Forestville, California 95436 SONOMA		1/7/2022	10/30/2022	47
Martinelli Family Estates, LLC.	28505 Bohan Dillon Road Cazadero, California 95421 SONOMA		1/7/2022	10/30/2022	47
Kosta Browne Winery Vineyard	3944 Green Valley School Road Sebastopol, California 95472 SONOMA		1/7/2022	10/30/2022	47
Lauterbach Swary Vineyards	3426 Woolsey Road Windsor, California 95492 SONOMA		1/7/2022	10/30/2022	47
Foley Vineyards, LLC.	1940 Redwood Hill Court Santa Rosa, California 95404 SONOMA		1/7/2022	10/30/2022	47
Ricoli Vineyards	2200 Laughlin Rd Windsor, California 95492 SONOMA		1/7/2022	10/30/2022	47
Wild Hog Vineyard	30904 Bohan Dillon Road Cazadero, California 95421 SONOMA		1/7/2022	10/30/2022	47
Sanchietti Vineyards, Inc.	1081 Irwin Lane Santa Rosa, California 95401 SONOMA		1/7/2022	10/30/2022	47

H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor



**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Sanchietti Vineyards, Inc.	2435 Pleasant Hill Rd. Sebastopol, California 95472 SONOMA		1/7/2022	10/30/2022	47
Sanchietti Vineyards, Inc.	8985 Bodega Hwy. Sebastopol, California 95472 SONOMA		1/7/2022	10/30/2022	47
Sanchietti Vineyards, Inc.	4117 Barnes Road Santa Rosa, California 95403 SONOMA		1/7/2022	10/30/2022	47
Sanchietti Vineyards, Inc.	2875 Woolsey Road Windsor, California 95492 SONOMA		1/7/2022	10/30/2022	47
Sanchietti Vineyards, Inc.	7450 Steve Olsen Lane Forestville, California 95436 SONOMA		1/7/2022	10/30/2022	47
Sanchietti Vineyards, Inc.	4210 Gravenstein Hwy. North Sebastopol, California 95472 SONOMA		1/7/2022	10/30/2022	47
Sanchietti Vineyards, Inc.	1025 Gold Ridge Road Sebastopol, California 95472 SONOMA		1/7/2022	10/30/2022	47
Sanchietti Vineyards, Inc.	10076 Green Valley Rd. Sebastopol, California 95472 SONOMA		1/7/2022	10/30/2022	47
Mark Lingenfelder Vineyard	3342 Woolsey Rd Windsor, California 95492 SONOMA		1/7/2022	10/30/2022	47
Bisrdi Ranch & Vineyards	1350 River Rd Fulton, California 95439 SONOMA		1/7/2022	10/30/2022	47



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor



**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Thompson Family Vineyards	3150 Westside Rd Healdsburg, California 95448 SONOMA		1/7/2022	10/30/2022	47



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum B  
U.S. Department of Labor

**D. Additional Housing Information**

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Dormitory and Family	3485 Frei Road Sebastopol, California 95472 SONOMA	Housing B will house 8 workers. Housing includes: 1 stove, 2 refrigerators, 1 bathroom with 1 sink, 1 toilet, and 1 shower . The total number of beds and occupants is 8.	1	8	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Dormitory and Family	28505 Bohan Dillon Rd Cazadero, California 95421 SONOMA	Housing will include the following: 12 beds, 2 toilets, 3 showers, 3 lavatories, 1 kitchen, 2 sinks, 3 refrigerators, 2 stoves.	1	12	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Dormitory and Family	3485 Frei Road Sebastopol, California 95472 SONOMA	Housing C will house 20 Occupants. Housing includes: 20 Beds, 2 kitchens 3 stoves, 3 sinks, 8 refrigerators, 3 toilets, 3 showers and 3 lavatories.	1	20	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Dormitory and Family	3395 Woolsey Rd. Windsor, California 95492 SONOMA	Cabin 3: Housing for 14 Occupants and will include the following: 14 Beds, 1 kitchen, 2 stoves, 2 sinks, 4 refrigerators, 2 showers, 3 toilets, and 2 lavatories	1	14	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Dormitory and Family	3395 Woolsey Rd Windsor, California 95492 SONOMA	Cabin 4: Housing for 7 Occupants and will include the following: 7 beds, 1 kitchen, 2 stoves, 1 sink, 2 refrigerators, 1 shower, 1 toilet and 1 lavatory.	1	7	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Dormitory and Family	3395 Woolsey Rd Windsor, California 95492 SONOMA	Cabin 5: Housing for 10 Occupants and will include the following; 10 beds, 1 kitchen, 2 stoves, 1 Sink, 4 refrigerators, 3 bathrooms, 1 shower, 2 toilets, and 2 lavatories	1	10	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Dormitory and Family	3395 Woolsey Rd. Windsor, California 95492 SONOMA	Cabin 8: Housing for 10 Occupants and will include the following: 10 beds, 1 kitchen, 2 stoves, 1 sink, 3 refrigerators, 2 showers, 2 toilets and 2 lavatories.	1	10	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Dormitory and Family	2675 Laughlin Rd, Windsor, California 95492 SONOMA	Housing is for 20 Occupants and will include the following: 20 beds, 1 kitchen, 2 stoves, 2 sinks, 6 refrigerators, 4 showers, 4 toilets, 5 lavatories.	1	20	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> This job offer includes the following crop activities:  Agricultural Field Worker (Wine grapes, Apples, and Hemp)  This job offer includes the following crop activities:  Work in grape vineyards, apple orchards and hemp fields throughout the growing season.  Wine Grape Non-Harvest/Growing Season:  Duties to include pruning, tying, hoeing (long-handled), suckering, positioning, leaf removal, early season crop removal, irrigating, fertilizing, trellising, erosion control, planting, fencing, installing irrigation, installing trellis, clearing roots, clearing brush, prop branches, pest control, frost protection, and general maintenance on agricultural facilities.  Wine Grape Harvest: All harvest work will be performed directly and in conjunction with picking wine grapes.  Work in the grape vineyards during the harvest season will include picking grapes into lugs, dumping into bins or gondolas, and sorting and removal of debris from harvest bins. Use sharp picking knives as well as kneel on ground to pick fruit. Daily work requires lifting, bending, kneeling, walking on uneven terrain, and carrying up to 50-pound trays. Work in cold, hot, windy and damp weather. Work hours vary and night shifts may be required.  Non-harvest work will continue throughout the harvest season.  Apple Harvest:  Work in apple orchards during the harvest season will include climbing a twelve foot ladder with apple bag, as well as kneeling on ground to pick fruit. Daily work requires lifting, bending, kneeling, walking on uneven terrain, and carrying up to 50-pound apple bags. Work in cold, hot, windy and damp weather. Work hours vary.  Hemp Harvest:  Work in hemp fields during the harvest season will include cutting hemp stalks with sharp shears, loading into totes, hanging to dry, removal and trimming of buds. Daily work requires lifting, bending, kneeling, walking on uneven terrain, and carrying up to 50-pounds. Work in cold, hot, windy and damp weather. Work hours vary and night shifts may be required. (Registration license number is 49-210005G, valid through June 22, 2022).  Workers may perform general maintenance work on agricultural facilities on a farm.			

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Must be able to lift up to 50 pounds frequently, able to stoop, bend, and work in cold, wet, and often hot weather conditions. Able to use tools such as pruning shears, grape knives, hand saws, weed eaters, hedgers, shovels on wine grapes & apple trees. Workers may use chains saws. Safety use and training provided by employer. No smoking or drinking in the fields or in housing. Must have 3 months work experience with apples and wine grapes in vineyards and orchards, pre and post-harvest. (No wine grape harvest work experience is required.) Work experience must include 3 months experience apple pruning. Written verification of experience is required. Workers must abide by Employer housing rules. Proficiency in English or Spanish is required for training and safety purposes. (i.e. Workers must listen to, understand and follow instructions of Employer supervisors and managers.)  See Addendum C.			

H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor



**H. Additional Material Terms and Conditions of the Job Offer**

c. Job Offer Information 3

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Housing is dormitory and family style with kitchen facilities for workers to prepare their own meals, including stoves, refrigerators and sinks with storage areas for personal belongings. Housing B will house 7 workers. Housing includes: 1 stove, 2 refrigerators, 1 bathroom with 1 sink, 1 toilet, and 1 shower . The total number of beds and occupants is 8. Each worker will be provided with their own bed. Laundry facilities at no cost to the workers are in and within walking distance of housing.			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Employer will offer transportation at no cost to workers occupying Employer-provided housing to the worksite and return on a daily basis. Such transportation will be in accordance with applicable laws and regulations. The use of this transportation is voluntary, and workers are free to use their own transportation. No worker will be required, as a condition of employment, to utilize any of the transportation offered by the Employer.  See Addendum C.			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

e. Job Offer Information 5

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Required Departure
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>H-2A workers must depart the United States at the completion of the work contract period. If registration upon departure is required, employer will notify such H-2A workers of the required departure registration and the place and manner of such registration. H-2A employees agree that employer and/or its representatives may obtain their arrival/departure records from the website of the Customs and Border Protection.</p>			

f. Job Offer Information 6

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>For workers who complete 50 percent of the work period, the Company will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker has come to work for the Company which is the place of recruitment, which for the H-2A workers is Morelia, Michoacán, Mexico. For U.S. workers who come to work for the employer from beyond a reasonable commute distance, the Employer will reimburse such costs or advance such costs if the Employer advanced such costs for H-2A workers.</p> <p>Notwithstanding the language in the preceding paragraph (i.e. reimbursement of inbound transportation and subsistence and visa costs at the 50% mark), the employer will reimburse inbound transportation and subsistence and visa costs before the end of the first week, if required by law. (i.e. If an employee (U.S. or H-2A worker) pays for inbound transportation and/or subsistence and such costs reduces the first work week's wage below the required wage rate, the Employer will reimburse the employee before the end of the first work week.)</p> <p>Inbound: The Employer will provide a bus for the workers to travel from the border (San Ysidro International Border) to the place of employment, at no cost to the workers. The Employer will reimburse the workers for any additional reasonable travel expenses. The amount of reimbursement for transportation shall be the worker's actual cost, but not more than the most economical and reasonable common carrier transportation charges for the distance involved.. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse inbound transportation and subsistence or advance such costs, when required, from the place of recruitment to the worksite. If the Employer advances inbound transportation and subsistence for H-2A workers, the Employer will advance such costs to U.S. workers.</p> <p>Outbound: The Employer will provide a check for outbound travel from the place of employment to the border and subsistence from the place of employment to recruitment (Morelia, Michoacán, Mexico). The Employer will reimburse the workers for any additional reasonable travel expenses. For U.S. workers who come to work for the Employer from beyond a reasonable commute distance, the Employer will reimburse outbound transportation and subsistence or advance such costs, when required, from the place of employment to the place of recruitment.</p> <p>Subsistence (meals) for inbound and outbound transportation will be reimbursed at the rate of \$13.17 per day without documentation and actual expenditures, and at actual cost up to a maximum of \$55.00 per day with documentation of actual expenditures. The amount of reimbursement for transportation shall be the worker's actual cost, but not more than the most economical and reasonable common carrier transportation charges for the distance involved.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor



**H. Additional Material Terms and Conditions of the Job Offer**

g. Job Offer Information 7

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * <b>Arrival/Departure Records</b>  Employees permit the employer and/or employer's agents to access electronically-issued Arrival/Departure Records (Form I-94) issued by the Customs and Border Protections.			

h. Job Offer Information 8

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Family Housing
3. Details of Material Term or Condition (up to 3,500 characters) * As provided by the regulation, housing is to be provided to families who request it and only if it is the prevailing practice in the area of intended employment. It is not the practice in Sonoma County to provide family housing.  Workers may be reached at the following address and phone numbers:  ADDRESS: 3358 River Rd Windsor, CA 95492 PHONE: 707-525-1018  In case of emergency, families can call the business office at 707-525-1018 during normal business hours.			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

i. Job Offer Information 9

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information Part 1
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> The employer will offer housing, bedding (mattresses, blankets, sheets, pillows and pillow cases), storage for personal belongings, and utilities at no cost to workers recruited from beyond normal commuting distances who are unable to return to their place of residence on a daily basis. Employer will provide employees access to groceries for housing with full kitchen facilities.</p> <p>Housing is provided by Martinelli Vineyard. The Employer-provided housing is located at the following addresses:</p> <p>1.3485 Frei Road, Sebastopol, CA 95472: Housing is dormitory and family style with kitchen facilities for workers to prepare their own meals, including stoves, refrigerators and sinks with storage areas for personal belongings. oHousing B will house 8 workers. Housing includes: 1 stove, 2 refrigerators, 1 bathroom with 1 sink, 1 toilet, and 1 shower. The total number of beds and occupants is 8. Each worker will be provided with their own bed. Laundry facilities at no cost to the workers are in and within walking distance of housing. oHousing C will house 20 Occupants. Housing includes: 20 beds, 2 kitchens 3 stoves, 3 sinks, 8 refrigerators, 3 toilets, 3 showers and 3 lavatories.</p> <p>2.3395 Woolsey Rd., Windsor, CA 95492 (Cabin 3, Cabin 4, Cabin 5, Cabin 7, Cabin 8): Housing is dormitory and family style with kitchen facilities for workers to provide their own meals, including stoves, refrigerators and sinks with storage areas for personal belongings. Each worker will be provided with their own bed. Laundry facilities at no cost to the workers are in and within walking distance of housing. oCabin 3: Housing for 14 occupants and will include the following: 14 beds, 1 kitchen, 2 stoves, 2 sinks, 4 refrigerators, 2 showers, 3 toilets, and 2 lavatories. oCabin 4: Housing for 7occupants and will include the following: 7 beds, 1 kitchen, 2 stoves, 1 sink, 2 refrigerators, 1 shower, 1 toilet and 1 lavatory. oCabin 5: Housing for 10occupants and will include the following: 10 beds, 1 kitchen, 2 stoves, 1 sink, 4 refrigerators, 3 bathrooms, 1 shower, 2 toilets, and 2 lavatories. oCabin 8: Housing for 10 occupants and will include the following: 10 Beds, 1 kitchen, 2 stoves, 1 sink, 3 refrigerators, 2 showers, 2 toilets and 2 lavatories.</p> <p>3.2675 Laughlin Rd, Windsor, CA 95492: Housing is for 20 Occupants and will include the following: 20 Beds, 1 kitchen, 2 stoves, 2 Sinks, 6 refrigerators, 4 showers, 4 toilets, 5 lavatories.</p> <p>4.28505 Bohan Dillon Rd Cazadero CA 95421 – Housing will include the following: 12 beds, 2 toilets, 3 showers, 3 lavatories, 1 kitchen, 2 sinks, 3 refrigerators, 2 stoves.</p>			

j. Job Offer Information 10

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information Part 2
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Housing is offered to workers only. No housing will be provided to non-workers.</p> <p>Employer-provided housing will be clean and in compliance with applicable housing standards when made available for occupancy and will be maintained in compliance with applicable standards during the period of occupancy. Workers occupying employer-provided housing will be responsible for maintaining their living areas in a neat, clean manner and in compliance with the employer's "Housing Complex Rules", a copy of which will be provided upon assignment to housing. Specifically, workers must maintain housing in the same conditions as provided by the employer at the time of initial occupancy (i.e., beds may not be moved closer together; mattresses may not be moved onto the floor). Failure to comply with these rules may result in disciplinary action, up to and including removal from the housing and termination of employment.</p> <p>Reasonable repair cost of damage, other than that caused by normal wear and tear, will be deducted from the earnings of workers found to have been responsible for damage to housing or furnishings. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.</p> <p>If both male and female workers are hired, separate toilet, shower facilities, and sleeping rooms, will be provided by the employer. Common areas of the housing may be shared with male workers.</p> <p>Workers provided housing will be assigned to a specific housing unit by the employer, at the employer's sole discretion, and may occupy only the specific housing unit assigned. Housing assignments may be changed during the period of employment as the needs of the Employer dictate and to make most efficient use of housing facilities.</p> <p>Workers eligible for employer-provided housing may elect to provide their own housing at the worker's expense. Such election must be in writing. The employer assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide a housing allowance or assistance to workers eligible for employer-provided housing who elect to provide their own housing. Workers who elect to provide their own housing will not be offered daily transportation to and from the worksite and/or transportation to and from shopping facilities, from their housing location. Workers who elect to provide their own housing will not be offered or provided transportation from their elected housing to the pre-designated pick-up point (i.e., workers will not be picked up at their elected housing by the employer). Such workers may decide to provide their own transportation to and from the worksite. They may also decide to provide their own transportation to and from their own housing to the pre-designated pick-up point in order to voluntarily ride free transportation to and from the pre-designated pick-up point to the site where they will be working.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

k. Job Offer Information 11

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Additional Housing Information Part 3
3. Details of Material Term or Condition (up to 3,500 characters) * Workers eligible for employer-provided housing who elect to provide their own housing may withdraw such election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in this Clearance Order. A worker who elects to provide his or her own housing and subsequently withdraws such election may not again elect to provide his or her own housing during the same employment season.  No tenancy in employer-provided housing is created by the offer of employer-provided housing. The employer retains possession and control of the housing premises at all times. Workers housed under the terms of this Clearance Order shall vacate the housing promptly upon termination of employment. Employee may no longer occupy and shall immediately vacate the premises should the Employer-Employee relationship between Employer and Employee end.			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Itinerary
3. Details of Material Term or Condition (up to 3,500 characters) * The Employer will be working at all locations simultaneously throughout the contract period: January 7, 2022 through October 30, 2022.			

H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor



**H. Additional Material Terms and Conditions of the Job Offer**

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Number of Workers Requested
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * The Employer seeks certification for 47 H-2A workers. The total number of workers is 49. Of the 49 total workers, it is expected that 2 workers will be U.S. domestic workers who do not require employer-provided housing. These numbers are estimates as total workforce needs are dependent upon weather, crop conditions, and worker availability.			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Employer Contact Information
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Martinelli Vineyard Management, Inc. (also referred to herein as "Martinelli Vineyard" "Employer" or "Company") is headquartered in Windsor, California (3358 River Road, Windsor, CA 95492, Phone: (707) 525-1018. The employer has designated this as the Application site.  Martinelli Vineyard is fixed site grower and a registered Farm Labor Contractor.			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Hours of Work
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The normal work week is 35 hours unless Acts of God or labor disputes make such a work week impracticable or impossible. The normal workday is 6 hours per day, Monday through Friday, and 5 hours on Saturday. Saturday work is required. Work on Monday through Friday start, and end times are typically 7:00 a.m. to 1:30 p.m. Work on Saturday start, and end times are typically 7:00 a.m. to 12:30 p.m. The worker may be required to start work on Monday through Friday earlier than 7:00 a.m. and stop work later than 1:30 p.m. The worker may be required to start work on Saturday earlier than 7:00 a.m. and later than 1:30 p.m. Daily start and end times vary based on weather and season.</p> <p>The worker may be required to work on Sundays depending upon the conditions in the fields, weather, and maturity of the crop. Unpaid lunch breaks are 30 minutes with two (2) paid 10-minute breaks a day. The second ten-minute break will only be provided on workdays of 6 hours or more. There is no lunch break on workdays that are 6 hours or less. Workers will be assigned a specific work schedule at the sole discretion of the employer.</p> <p>This is regular, full-time work for a temporary period of time requiring the worker to be available for work on a daily basis. This is not "day work". Excessive tardiness and/or absences will not be tolerated and will result in disciplinary action.</p> <p>Overtime work is expected and is available. The Employer abides by California Wage Order 14. The employer will abide by the seventh (7) day of rest rules.</p> <p>All workers not occupying employer-provided housing must provide the employer with contact information before the worker commences employment. This contact information will be used to notify the worker not to report to work due to inclement weather or when work is not available or to notify the worker of any change in the worker's daily work schedule, or for any other reason.</p>			

p. Job Offer Information 16

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Additional Information
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses. The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need.</p> <p>Workers who commute daily have the option to drive their own vehicles to the work site or come to pre-designated pickup points to voluntarily ride free transportation to and from the work site. The pre-designated pickup points are located at the following housing locations:</p> <ul style="list-style-type: none"><li>•3485 Frei Road, Sebastopol, CA 95472</li><li>•3395 Woolsey Rd., Windsor, CA 95492</li><li>•2675 Laughlin Rd, Windsor, CA 95492</li><li>•28505 Bohan Dillon Rd Cazadero CA 95421</li></ul> <p>Workers living in Company provided housing will be provided free transportation to and from their housing locations and the work site or pre-designated pick-up location.</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor



**H. Additional Material Terms and Conditions of the Job Offer**

q. Job Offer Information 17

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Authorized Deductions
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments if applicable; cash advances, if applicable; deductions expressly authorized by the worker in writing (if any); and any repayment of cash advances made by employer to employee provided that such repayment will not result in a wage violation under this section in any given pay period. No deductions except those required or permitted by law will be made which bring the worker's earnings for any pay period below the applicable statutory federal or state minimum wage.			

r. Job Offer Information 18

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Payday
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Payroll periods will be weekly. Workers will be paid weekly for the prior week's work. Payday is on Thursday			

H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor



**H. Additional Material Terms and Conditions of the Job Offer**

s. Job Offer Information 19

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - California Tax ID
3. Details of Material Term or Condition (up to 3,500 characters) * 515-7485-3			

t. Job Offer Information 20

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Worker's Compensation
3. Details of Material Term or Condition (up to 3,500 characters) * All employees are covered by workers' compensation insurance in accordance with California law. This insurance covers injury or disease out of and in the course of the workers employment. Employer assures that its workers' compensation policy will remain valid throughout the contract period.  Martinelli's insurance coverage is provided by James G Parker Insurance Associates. The policy number is: WC 0692990-10 . The Policy is effective beginning 03/01/2021 and expires 03/01/2022 and is timely renewed annually.			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

u. Job Offer Information 21

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Offered Wage: Workers will be paid not less than the higher of the AEWR in effect at the time work is performed, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal or State minimum wage for all hours worked. Employer will guarantee the required wage for work performed in California \$16.05 (unless rescinded by court order or other change in wage methodology) per hour for non-harvest grape, hemp, and apple work. Apple harvest work is paid at a piece rate of \$20.00 per ½ ton bin (4 ft x 4 ft x 2.5 ft) for picking tree apples and \$17.00 per ½ ton bin (bin 4 ft x 4 ft x 2.5 ft) for picking ground apples. A piece rate does not apply for non-harvest work. Wine Grape harvest work for any harvest activities defined herein, (i.e. activities performed in direct conjunction with picking grapes), is paid at a piece rate of \$116.28 per ton crew, but no less than the prevailing wage of \$16.05 per hour. Higher or different wage rates may apply during contract period based on market conditions and/or crop/job activity, but no less than \$16.05/hr (unless rescinded by court order or other government-imposed action). Employer assures that the required wage rate will be paid at the time that the work is performed. If the OFLC publishes a lower AEWR during the H-2A period of employment, the employer may pay the lower rate as long as it remains the highest of the AEWR, state or federal minimum wage, prevailing wage, or piece rate, or collective bargaining wage.</p> <p>If the prevailing wage (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. If such rates decrease, Employer may pay the lower rate as long as such rate remains the highest of the required rates at the time the work is performed.</p> <p>If the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay any higher rate after written notice is received from the Department of Labor. Notice can be in the form of a written letter or publication in the Federal Register. If such rates decrease or there is a "No Finding", employer may pay the lower rate as long as such rate remains the highest of the required rates at the time that the work is performed.</p> <p>Overtime: Employer will abide by the California overtime rules for agricultural workers working in California. January 1, 2022, overtime rules start at eight hours per workday or 40 hours per workweek. The Employer abides by California Wage Order 14 (California Labor Code 1391 and 1394).</p> <p>Overtime Rate: For work performed in California, overtime is one and one-half times the base salary and is \$24.08.</p> <p>An employee may be employed on seven (7) workdays in one workweek with no overtime pay required when the total hours of employment during such workweek do not exceed 30 and the total hours of employment in any one workday thereof do not exceed six (6).</p>			

v. Job Offer Information 22

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Terminations
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>The employer may terminate the worker if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct or fails to follow Employer policies; or (c) fails, after completing any training or break-in period, to reach productions standards when production standards are applicable; and (d) failure to show up for work for 5 consecutive work days without the employer's permission. Workers who fail to properly perform the job duties after a reasonable period of on-the-job training may be terminated for cause.</p> <p>In the event of termination for medical reasons occurring after the arrival on the job, or occurring as a result of employment, or in the event of termination resulting from an Act of God, the employer will pay or provide reasonable costs of return transportation and subsistence to the place where the worker departed to the employer's place of employment. For H-2A workers coming from outside the United States, the law defines the place from where the worker departed to the employer's place of employment as the place of recruitment. Additionally, the employer will reimburse worker for reasonable costs of transportation and subsistence (meals) incurred by the worker to get to the place of employment.</p>			

H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor



**H. Additional Material Terms and Conditions of the Job Offer**

w. Job Offer Information 23

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Tools and Equipment
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * The employer will furnish, without cost, all tools, supplies, or equipment required in the performance of work. Tools and equipment must be returned to employer at the end of contract period or a deduction in the amount of the replacement value will be deducted from wages with written authorization from the employee in the pay period where the deduction will be made.			

x. Job Offer Information 24

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - COVID 19 Precautions
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * To the extent consistent, all federal, state and local COVID 19 requirements and guidelines will be implemented and strictly followed, including but not limited to the CDC, OSHA, EEOC guidelines. Moreover, all company COVID 19 policies are subject to change based on federal, state, and/or local requirements and guidelines. Any employee violating these measures will be subject to disciplinary action up to and including termination.  Bi-weekly transport into town for shopping will be subject to approval by the local public health departments COVID 19 requirements and are subject to change per federal, state, and local COVID 19 guidelines.  Housing: Isolation/self-quarantine housing will be available on or off-site. Alternative emergency housing may be coordinated through the county's emergency services at the time of need if on/off site isolation/quarantine housing is filled to capacity.  There will be no charge for any alternative COVID 19 housing and meals or groceries will be brought to the self-quarantined employee.  The employees may be expected to be tested for COVID-19 and may, with voluntary consent, be vaccinated.  COVID-19 Testing and Vaccinations: Martinelli's will provide access and aid in the coordination of vaccinations for employees. Non vaccinated employees will be required to obtain regular mandatory testing. Martinelli's will provide transportation for testing and vaccination appointments.			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor

**H. Additional Material Terms and Conditions of the Job Offer**

y. Job Offer Information 25

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Additional Minimum Job Requirements
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>This work may entail exposure to plant pollens, insects and noxious plants, and to fields and plant materials which have been treated with insect and/or disease control sprays. The employer will comply with all worker protection standards and re-entry restrictions applicable to pesticides and other chemicals used in the fields. Workers are also required to comply with all applicable worker protection standards and re-entry times.</p> <p>Daily individual work assignments will be made by, and at the sole discretion of, the employer as the needs of the operation dictate. Workers must perform the assigned work and work at the assigned work sites and may not switch assignments without the specific authorization of an Employer supervisor.</p> <p>Workers will be expected to comply with all provisions of this Clearance Order and the employer's work rules and policies, and to perform any and all assigned tasks in a work-person-like and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures.</p> <p>All safety rules and instructions must be meticulously observed throughout the work day. All Martinelli rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with Employer policies and/or meet expectations will result in application of specified disciplinary procedures, up to and including termination.</p> <p>Employees must not report for work, enter the work site or perform service while under the influence of or having used alcohol, marijuana, or any illegal controlled substance. Employees must not report for work, or perform service, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety.</p> <p>No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors are not permitted to remain in the housing overnight. Importantly, no non-working children may be present at or adjacent to the worksite, or left in vehicles at or adjacent to the work site, or in Company provided housing during the workday. Workers arriving to work with non-working children or other non-workers will be sent home.</p> <p>Drug screening is post offer, post hire, can be random, and is at no cost to worker.</p>			

z. Job Offer Information 26

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Production Standards
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>After completion of the training (1 day) and break-in period (3 days), workers will be expected to work at a normal productive work-person-like pace at the time work is performed. If workers fail to keep up with the crew after the above-referenced break-in period, workers will be notified and can be terminated for failure to meet production standards after a reasonable period of on-the-job training.</p> <p>For Tree Apple harvest, workers should pick 1 bin per 2 hours (bin size: 4 ft x. 4 ft x. 2.5 ft.).</p> <p>For Ground Apple harvest, workers should pick 1 bin per 1 hour (bin size: 4 ft x. 4 ft x. 2.5 ft.).</p> <p>For Wine grape harvest, workers should pick 7-8 trays of grapes in one hour</p>			



H-2A Agricultural Clearance Order  
Form ETA-790A Addendum C  
U.S. Department of Labor



**H. Additional Material Terms and Conditions of the Job Offer**

. Job Offer Information 27

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) * Specifically, the harvesting will be completed at the following locations which a majority are owned and operated by Martinelli Farms, Inc, Martinelli Family Estates, LLC, Martinelli Brothers, Lee Martinelli Ranches, GCM Vineyard, Kosta Browne Winery Vineyard, Lauterbach Swary Vineyards, Foley Vineyards, LLC, Freeman Vineyards, Wild Hog Vineyard, Sanchietti Vineyards, Inc, Mark Lingenfelder Vineyard, Ricioli Vineyards, Thompson Family Vineyards.  All Agricultural Field Workers (Wine Grapes, Apples, and Hemp) assigned by Martinelli Vineyard in these locations will work under the direct control of Martinelli Vineyard and will work in Sonoma County, California.			

. Job Offer Information 28

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
3. Details of Material Term or Condition ( <i>up to 3,500 characters</i> ) *			